

CAUSE NO. 11-00586

TNA ENTERTAINMENT, LLC	§	IN THE DISTRICT COURT OF
	§	
v.	§	101 <sup>st</sup> JUDICIAL DISTRICT
	§	
CLARENDON NATIONAL	§	
INSURANCE COMPANY	§	DALLAS COUNTY, TEXAS
	§	
	§	

**DEFENDANT CLARENDON NATIONAL INSURANCE COMPANY'S**  
**ORIGINAL ANSWER**

TO THE HONORABLE JUDGE OF THIS COURT:

COMES NOW, Clarendon National Insurance Company, Defendant herein, and makes and files its Original Answer to Plaintiff's Original Petition. In support thereof, Defendant Clarendon National Insurance Company respectfully shows the Court the following:

**I.**  
**Special Exceptions**

1.1 Defendant specially excepts to Paragraphs 27, 33, and of the Plaintiffs' Original Petition, for the reason that the same constitutes a mere general allegation of damage and injury, and fails to apprise the Defendant, or to put the Defendant upon fair notice of the actual damages sustained, or of the actual amount of money, or maximum amount of money, for which this Defendant is being sued, of which Special Exception the Defendant prays judgment of the Court.

**II.**  
**General Denial**

2.1 Pursuant to Texas Rule of Civil Procedure 92, Defendant Clarendon National Insurance Company pleads a general denial and denies each and every, all and singular, the material allegations made against it in this cause. Defendant Clarendon National Insurance Company

demands strict proof of each element of Plaintiff's causes of action by a preponderance of the credible evidence, and of this puts itself upon the Country.

**III.  
Affirmative Defenses**

3.1 Defendant denies that it had any obligation to defend TNA Entertainment, LLC, pay any costs of defense, and/or provide indemnity for any judgment or settlement reached in the Ashenoff case.

3.2 Defendant specifically denies any Breach of Contract with regard to the circumstances alleged to have caused damage and injury to Plaintiff herein.

3.3 Defendant specifically denies any violation of the Texas Insurance Code, specifically the Prompt Payment Statute set forth in §542.060 of the Texas Insurance Code with regard to the circumstances alleged to have caused damage and injury to Plaintiff herein.

3.4 Defendant specifically denies that Plaintiff is entitled to any recovery of attorneys fees as requested in Count 3 Plaintiff's Petition.

**Prayer**

WHEREFORE, PREMISES CONSIDERED, Defendant Clarendon National Insurance Company prays that upon consideration of the foregoing Special Exceptions, that the Court would sustain the same, and strike the offending allegations in their entirety; or in the alternative, require the Plaintiffs to plead and prove their allegations of damage and injury in more specific detail; and that upon final trial and hearing hereof that no recovery be had from Defendant, but that Defendant go hence without delay and recover its costs and for such other and further relief to which Defendant may be justly entitled whether at law or in equity and will ever pray.

Respectfully submitted,

**TOUCHSTONE, BERNAYS, JOHNSTON,  
BEALL, SMITH & STOLLENWERCK, L.L.P.**

By: 

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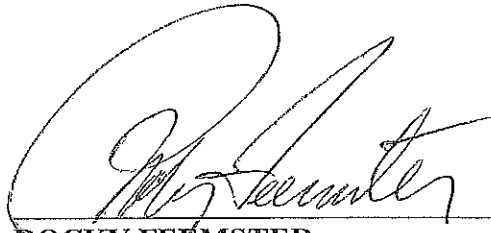
CERTIFICATE OF SERVICE

The undersigned certifies that on February 14, 2011, a true and correct copy of the foregoing Original Answer of Defendant Clarendon National Insurance Company was filed with the Dallas County District Clerk via US Mail, and sent to all counsel of record as indicated below, in accordance with the Texas Rules of Civil Procedure.

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*Via Facsimile 214-651-5940*

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**ROCKY FEEMSTER**  
**MARGARET A. JOHNSON**